Commodore
International Services Corporation

1200 Wilson Drive
West Chester, PA 19380
(215) 431-9100

INSTRUCTIONS FOR COMPLETING

COMMODORE PRODUCT LICENSE

AMIGA CD

1. Make a copy of the License Agreement for your future use.

2. Complete and sign both copies of the attached license. Photocopies and FAX copies will not be accepted.

3. Complete and sign a separate copy of the Exhibit for each title you plan to manufacture.

   NOTE: An Exhibit giving the working title or description of what you are working on must be submitted. Otherwise, the license will be returned to you as incomplete.

4. Return both signed copies to:

   E. J. Mungin
   CATS - Amiga CD
   Commodore International Services, Inc.
   1200 Wilson Drive
   West Chester, PA 19380

Upon receipt of the properly executed license, your developer discs and materials will ship shortly thereafter. The license will then be processed and signed by an officer of the corporation and one copy returned to you.

COMMODORE PRODUCT LICENSE
AMIGA CD

THIS Agreement is entered into and made effective this ___ day of _____, 199__, by and between Commodore Holding B.V. ("Commodore"), and the LICENSEE identified below.

1.0 DEFINITIONS

1.1 "Amiga CD" means a proprietary system capable of retrieving program information from a CD-ROM, which system is distributed and manufactured by Commodore or by a third party under a written license from Commodore.

1.2 "Product" means the work identified in Exhibit 1 (the **"Work"**), as manufactured hereunder in a CD-ROM format compatible with the Amiga CD, together with such corrections, modifications, improvements and updates to the Product that do not substantially alter its original structure, content or functionality.

1.3 "Licensed Software" means those programs which Commodore makes available hereunder for (a) inclusion by LICENSEE in the Product (the **"Application Software"**), (b) LICENSEE's use in preparing and testing the Work to be manufactured hereunder (the **"Utility Software"**), and (c) LICENSEE's use in building a master image of the prepared and tested Work (the **"Mastering Software"**), together with such corrections, modifications, improvements and updates to the Licensed Software which Commodore makes generally available to licensees of the Licensed Software, without separate charge, and including any instructions, user manuals and other related documentation made available by Commodore to facilitate LICENSEE's use of such Licensed Software.

1.4 "Commodore's Proprietary Rights" means any and all patents, copyrights, and trade secrets, owned or controlled by Commodore during the term of this Agreement, which cover inventions, works and processes used or useful in preparing the Product for manufacture and in making the Product compatible with the Amiga CD.

1.5 "Proprietary Marks" means any and all trade names, trademarks, insignias, logos and proprietary marks now owned and controlled by Commodore which are associated by Commodore with the Amiga CD .

2.0 LICENSE GRANTED

2.1 During the term of this Agreement and subject to the conditions herein, Commodore hereby grants to LICENSEE a nontransferable (except as specified in Paragraph 10.5), nonexclusive, license under Commodore's Proprietary Rights to use the Licensed Software, to manufacture copies of the Product in accordance with this Agreement for worldwide distribution to end-users, as follows:

(a) to reproduce and to modify with Commodore's written approval, the Application Software, and to include the same in the Product,

(b) to employ the Utility Software for the sole purpose of preparing and testing the Work for

manufacture hereunder,

(c) to employ the Mastering Software for the sole purpose of building a master image of the prepared and tested Work in a format compatible with the Amiga CD, and

(d) to produce for distribution, CD-ROM copies of such master image as is created pursuant to the immediately preceding paragraphs (a) through (c), it being acknowledged by the parties that such copies may be marketed and distributed to end-users and that end-users may use such Licensed Software as has been included in the Product as a result of the manufacture of such Product hereunder.

2.2 Such license to produce copies of the Product master image as is set forth in Paragraph 2.1 (d), above shall include the right to have a third-party contractor replicate such master image.

2.3 During the term of this Agreement and subject to the conditions herein, Commodore hereby grants to LICENSEE the right to use the Proprietary Marks, only in connection with and as reasonably required for, LICENSEE's manufacture, distribution, and promotion of the Product hereunder, provided that LICENSEE's use of Proprietary Marks shall always be in accordance with Commodore's specifications, policies and directions and shall clearly indicate that the same is the property of Commodore or a Commodore affiliated company, as the case may be, and as reasonably directed by Commodore. LICENSEE acknowledges that Commodore may, in its reasonable judgment, at any time object to a specific use or application of any of the Proprietary Marks, specifying the reason for such objection, in which event LICENSEE will immediately cease such use or application thereof, except that LICENSEE may with Commodore's prior permission, which permission shall not be unreasonably withheld, use a reasonable supply of pre-printed materials that have been ordered or are on hand. All use by LICENSEE of such Proprietary Marks shall inure to the benefit of Commodore and its affiliated companies.

2.4 Except for those rights expressly granted above, no other rights or licenses are granted hereunder, by implication or otherwise. All such other rights, including without limitation the title to and ownership of the Licensed Software (including any modifications thereto), Commodore's Proprietary Rights and Proprietary Marks, as well as all rights relating to the Amiga CD are reserved to Commodore, its licensors and suppliers, and except as aforesaid the title to and ownership of the Product are reserved to LICENSEE, its licensors and suppliers.

3.0 TERM AND TERMINATION

3.1 This Agreement shall continue in full force and effect for a period of two (2) years from the effective date hereof and will be renewable for subsequent two year periods at LICENSEE's option, by written notice to Commodore at least thirty (30) days prior to the termination of any such period, provided that this Agreement shall automatically sooner terminate if LICENSEE fails to publish the Product within a twelve (12) month period following such effective date, or fails to continue to distribute such Product for any period in excess of nine (9) consecutive months, or unless terminated earlier as set forth below.

3.2 In addition to any other remedy which it may have at law or in equity, either party may immediately terminate this Agreement if the other party (a) materially breaches or fails to perform any of its obligations hereunder and if such breach or failure is not capable of being corrected, or if such

breach or failure, though correctable, is not corrected within thirty (30) days of notice thereof from the non-breaching party, or (b) becomes insolvent or admits in writing its inability to pay its debts as they mature, or (c) files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or has filed against it a petition under any bankruptcy law (and the same is not dismissed within sixty (60) days). Nothing herein shall prevent either party from seeking immediate injunctive relief or other appropriate remedy in the event of the other party's failure to comply with its obligations under Paragraphs 5.1 through 5.5 of this Agreement, the failure to comply with such obligations being deemed not correctable.

3.3 LICENSEE may terminate this Agreement at any time and without cause, upon sixty (60) days written notice to Commodore, providing LICENSEE is not in breach of any of the terms of this Agreement and is current with respect to all payments due hereunder. LICENSEE will remain obligated to pay all accrued amounts that become due and payable to Commodore after any termination.

3.4 Notwithstanding any termination of this Agreement, any remaining obligations of the parties as set forth in Sections 4 and 5 of this Agreement shall survive.

4.0 PAYMENTS

4.1 In consideration of the licenses and rights granted hereunder by Commodore, LICENSEE agrees to pay to Commodore the unit license fee set forth in Exhibit 1 ("License Fee"), for each unit of Product that is shipped to its customers. Such License Fee shall be payable in accordance with the provisions of Paragraph 4.2 of this Agreement.

4.2 Within thirty (30) days after the end of each calendar quarter ending after the date on which Products are first shipped, LICENSEE shall furnish to Commodore, a written report setting forth the quantity of Products shipped during such quarter and the computation of the aggregate License Fee payable with respect thereto as calculated using the per unit License Fee set forth in Exhibit 1. Each report shall be accompanied by a payment in the amount of the aggregate License Fees due with respect to that quarter. Commodore shall be entitled to receive interest on any late payments hereunder at a rate of 1 1/2% per month or such lesser rate, if any, as may be required by law.

4.3 LICENSEE shall keep books and records in sufficient detail to permit ready and accurate determination of any License Fees payable by it hereunder. Commodore shall have the right, on one occasion per calendar quarter on not less than seven (7) business days' prior notice, to cause its own accountants or any independent certified public accountant or firm of such accountants to audit such books and records to verify any such determination. Licensee shall provide all reasonable cooperation. Commodore shall pay all costs of such accountants unless such audit determines an unremedied underpayment to Commodore of more than 10% of the aggregate amount properly due to Commodore as revealed by the audit. In such event LICENSEE shall pay all such costs. The books and records kept by Licensee are Confidential Information.

5.0 PROPRIETARY RIGHTS PROTECTION

5.1 Each party acknowledges that by virtue of this Agreement, it may gain access to information that is confidential and/or proprietary to the other party and that is so marked in writing, including without limitation, the Product, the Work, the Licensed Software and other trade secrets

related to the Amiga CD and the manufacture of Products compatible therewith("Confidential Information"). For three (3) years from the effective date of this Agreement the party gaining access to (the "Recipient") Confidential Information hereunder, will use all reasonable efforts, but not less than the same degree of care it employs with its own like confidential information, to maintain in confidence all Confidential Information, to avoid disclosing the same to any third party, and to avoid using or permitting others to use the same, commercially or otherwise, in any manner contrary to the purposes of this Agreement or the best interests of the other party.

5.2 Recipient shall only disclose Confidential Information to those of its employees and sub-contractors who have a need to know the same in order to accomplish the purposes of this Agreement. Prior to disclosing any Confidential Information hereunder, Recipient shall inform such employees who are to have access to the Confidential Information, of Recipient's limitations, duties and obligations regarding the use, nondisclosure and copying of the Confidential Information and shall obtain the written agreement of such employees to comply with those limitations, duties and obligations. The Recipient shall maintain records of its employees having access to the Confidential Information. Upon reasonable notice to the Recipient the party disclosing Confidential Information may audit such records.

5.3 Notwithstanding the above, Recipient shall have no obligation with respect to any information which: (1) was already known to Recipient at the time of receipt hereunder; (2) is or becomes public or rightfully received by the Recipient from a third party without similar restriction and without breach hereof; (3) is independently developed by the Recipient without benefit of any disclosure hereunder, or (4) is approved for release by written authorization of the disclosing party.

5.4 Upon proper termination of this Agreement by either party, use of all Licensed Software, Commodore's Proprietary Rights and Proprietary Marks by LICENSEE shall be discontinued, and the licenses and rights granted hereunder (except with respect to end-users of the Products shipped prior to such termination) shall expire and LICENSEE shall have no further rights or access to the Licensed Software, Commodore's Proprietary Information and Proprietary Marks. Within thirty (30) days after any such termination of this Agreement all copies of the Licensed Software (except as has been properly included in the Product hereunder) and all other materials containing any copy of any Confidential Information shall be returned to Commodore, or destroyed on Commodore's written instructions. If such termination is not a result of any breach of this Agreement by LICENSEE, LICENSEE may continue to distribute such Products as have been manufactured hereunder prior to such termination providing LICENSEE shall remain obligated to pay the License Fee for each unit of Product shipped.

5.5 LICENSEE shall not disassemble, decompile or otherwise reverse engineer the Licensed Software.

5.6 LICENSEE shall not remove or otherwise obliterate any trademark, patent, copyright or other proprietary rights notices or markings included on or in the Licensed Software, such Product master image as is prepared by the use of the Licensed Software, or any other materials supplied to LICENSEE hereunder, and shall reproduce and apply any of the same in and to any copies of such Licensed Software, Products and materials, in whole or in part, and in any form.

6.0 OTHER DUTIES AND OBLIGATIONS OF LICENSEE

6.1 Within ten (10) days after the initial manufacture of CD-ROM copies of the Product,

LICENSEE shall cause to be furnished to Commodore at no additional charge to Commodore, to the attention of Amiga CD Products Coordinator, c/o Commodore International, 1200 Wilson Drive, West Chester, PA. 19380, or such other address as is specified by Commodore in writing, ten CD-ROM copies of such Product as has been manufactured hereunder, including such end-user documentation and materials as are to be generally furnished with the Product, provided that as a condition precedent, Commodore enter into LICENSEE's standard end user license agreement covering such copies and materials. Such copies may be retained by Commodore, subject to such license agreement.

6.2 LICENSEE shall use all reasonable efforts to comply with such quality control standards, user interface standards and disc packaging standards as are generally promulgated by Commodore with respect to products for the Amiga CD, provided that such standards are reasonably promulgated by Commodore, are appropriate to the particular product, and are given to LICENSEE in a timely manner. LICENSEE will promptly notify Commodore regarding any aspects of the Product for which LICENSEE will not substantially comply with any such standards that are in effect at the time LICENSEE releases the Product to manufacturing.

6.3 LICENSEE shall ensure that the Product manufactured hereunder is a professional, high quality product that LICENSEE reasonably and in good faith believes will not diminish or otherwise negatively affect the reputation and good will associated with Commodore and the Commodore Proprietary Marks licensed hereunder.

7.0 WARRANTIES

7.1 Commodore hereby warrants that it (a) has the right and power to enter into this Agreement and (b) owns or possesses from others (i) all right, title and interest in and to the Licensed Software, Commodore's Proprietary Rights, Proprietary Marks and Amiga CD, and (ii) the right to grant the rights and licenses set forth herein.

7.2 The Licensed Software and other materials provided by Commodore to LICENSEE hereunder are provided on an "AS IS" basis, without any warranty of any kind except as provided in Paragraph 7.1, above.

7.3 Except with respect to the Licensed Software, Commodore's Proprietary Rights and Proprietary Marks, which are included in the Product (and which are the subject of the Commodore warranty as set forth above), LICENSEE hereby warrants that it possesses sufficient right, title and interest in and to the Product, to reproduce, display and perform such Product, and to authorize others to so reproduce, display and perform the Product as is required by this Agreement. Except with respect to such Licensed Software, Commodore's Proprietary Rights and Proprietary Marks, which are included in the Product LICENSEE shall be solely responsible hereunder for obtaining such right, title and interest in and to the Product, and the continuance of such warranty shall be a condition precedent to such license grants as are made by Commodore herein.

7.4 NEITHER LICENSEE OR COMMODORE MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8.0 LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 TAXES

All payments required under Section 4.0 or otherwise under this Agreement are exclusive of withholding and other taxes, and LICENSEE agrees to bear and be responsible for the payment of all such taxes, including, but not limited to, all sales, use, rental receipt, personal property or other taxes which may be levied or assessed in connection with this Agreement and excluding only such taxes as are based upon Commodore's income.

10.0 MISCELLANEOUS

10.1 All notices and other communications hereunder shall be in writing and effective when personally delivered, or transmitted by telephone facsimile with a confirmation copy by U.S. first class air mail or foreign equivalent, to a party at its address or addresses and facsimile numbers set forth below, or to such other address or addresses as such party shall have last notified to the other. If mailed, such notice shall be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

10.2 If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision shall be deemed omitted.

10.3 This Agreement and the attached Exhibit 1 which is incorporated herein by reference, constitute and express the final, entire and exclusive agreement and understanding between the parties and supersedes all previous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof.

10.4 This Agreement may not be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written instrument signed by the parties.

10.5 Except in connection with the sale of all or substantially all of LICENSEE's assets, or the sale or transfer of a product line that includes the Product, or the sale of LICENSEE or its business (by merger or otherwise), any of which may be done without the consent of Commodore, this Agreement, including any licenses and rights granted hereunder, may not be sold, leased, assigned, sublicensed (except as specified in paragraph 2.2) or otherwise transferred, in whole or in part, by LICENSEE, without the prior consent of Commodore, which shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and be binding on any third party's successor or any party to whom a transfer hereunder is permitted.

10.6 This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law provisions. The parties agree to submit to the exclusive jurisdiction of the appropriate courts located in Pennsylvania for the

purpose of any suit, action or other proceeding in connection with this Agreement. Nothing herein shall be construed as preventing the enforcement of any judgment obtained by virtue of any such suit, action or proceeeding in any venue where a party or any of its assets may be found.

10.7 All payments hereunder shall be made in U.S. Dollars by wire transfer or by check addressed to the payee by U.S. first class air mail (or foreign equivalent) at the payee's applicable address set forth in Exhibit 1.

10.8 In addition to any other relief, the prevailing party in any action arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

COMMODORE HOLDING B.V.

By:_____

Name:_____

Title:_____

Address:_____

Fax No.:_____

Telephone No.:_____

Date:_____

LICENSEE

By:_____

Name:_____

Title:_____

Address:_____

Fax No.:_____

Telephone No.:_____

Date:_____

EXHIBIT 1

The Exhibit is attached to and made a part of that Agreement between Commodore Holding B.V. and _____ ("LICENSEE") dated and effective _____, 19___.

LICENSEE:_____
Address:_____
_____
_____

WORK:

Description:_____
_____

UNIT LICENSE FEE: Three (U.S.$3.00) dollars if the Work has a suggested retail price to end-users which is greater than fifteen (£15) pounds sterling, or One and 50/100 (U.S.$1.50) dollars if the Work has a suggested retail price of equal to or less than fifteen (£15) pounds sterling.

PAYMENTS SHALL BE MADE TO: Commodore Holding B.V., c/o Commodore Business Machines, Inc.,1200 Wilson Drive, West Chester, PA 19380, Attention:CATS-Amiga CD royalties.

COMMODORE HOLDING B.V.

By:_____

Name:_____

Title:_____

Address:_____

Fax No.:_____

Telephone No.:_____

Date:_____

LICENSEE

By:_____

Name:_____

Title:_____

Address:_____

Fax No.:_____

Telephone No.:_____

Date:_____

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